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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

GARY CHARLES SCHONNE, AN  
INDIVIDUAL,

Plaintiff,

vs.

MASTEC NETWORK SOLUTIONS,  
INC., a FLORIDA CORPORATION,  
AND DOES 1-10, INCLUSIVE,

Defendants.

) Case No. 8:17-cv-1013-JVS (JDE)

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**STIPULATED PROTECTIVE  
ORDER**

Judge: Hon. James V. Selna

Courtroom: 10C

1. PURPOSES AND LIMITATIONS

A. Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order (“Order”). The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles.

B. Good Cause Statement

This action is likely to involve nonparty employees’ personnel data containing confidential information such as social security number, an unlisted address and telephone number, marital status, wage information, credit history and other work-related data as well as other valuable research, development, commercial, financial, technical and/or proprietary information for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted. Such confidential and proprietary materials and information consist of, among other things, nonparty employees’ personnel data containing confidential information, confidential business or financial information, information regarding confidential business practices, or other confidential research, development, or commercial information (including information implicating privacy rights of third parties), information otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such

1 material in preparation for and in the conduct of trial, to address their handling at the  
2 end of the litigation, and serve the ends of justice, a protective order for such  
3 information is justified in this matter. It is the intent of the parties that information  
4 will not be designated as confidential for tactical reasons and that nothing be so  
5 designated without a good faith belief that it has been maintained in a confidential,  
6 non-public manner, and there is good cause why it should not be part of the public  
7 record of this case. Further, by entering into this Stipulated Protective Order, neither  
8 party concedes the relevance, discoverability, or admissibility of any category of  
9 information.

10 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

11 The parties further acknowledge, as set forth in Section 12.3, below, that this  
12 Stipulated Protective Order does not entitle them to file confidential information under  
13 seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the  
14 standards that will be applied when a party seeks permission from the court to file  
15 material under seal.

16 2. DEFINITIONS

17 2.1 Action: This pending federal lawsuit, *Gary Charles Schonke v. MasTec*  
18 *Network Solutions, Inc.*, United States District Court for the Central District of  
19 California, Case No. 8:17-cv-1013-JVS.

20 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
21 of information or items under this Order.

22 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
23 how it is generated, stored or maintained) or tangible things that qualify for protection  
24 under Federal Rule of Civil Procedure 26(c).

25 2.4 Counsel (without qualifier): Outside Counsel of Record and In-House  
26 Counsel (as well as their support staff).

27 2.5 Designating Party: a Party or Non-Party that designates information or  
28 items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES  
2 ONLY.”

3 2.6 Disclosure or Discovery Material: all items or information, regardless of  
4 the medium or manner in which it is generated, stored, or maintained (including,  
5 among other things, testimony, transcripts, and tangible things), that are produced or  
6 generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a matter  
8 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
9 expert witness or as a consultant in this action.

10 2.8 In-House Counsel: attorneys who are employees of a party to this action.  
11 In-House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13 2.9 Non-Party: any natural person, partnership, corporation, association, or  
14 other legal entity not named as a Party to this Action.

15 2.10 Outside Counsel: attorneys who are not employees of a party to this  
16 Action but are retained to represent or advise a party to this action and have appeared  
17 in this action on behalf of that party or are affiliated with a law firm which has  
18 appeared on behalf of that party.

19 2.11 Party: any party to this Action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this Action (including all of its officers, directors, employees,  
24 consultants, retained experts, discovery vendors, and Outside Counsel (and their  
25 support staff, employees, and agents).

26 2.13 Professional Vendors: persons or entities that provide litigation support  
27 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
28 demonstrations, and organizing, storing, or retrieving data in any form or medium) to

1 a Party and their employees and subcontractors.

2 2.14 Protected Material: any Disclosure or Discovery Material that is  
3 designated as “CONFIDENTIAL.”

4 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
5 from a Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only  
8 Protected Material (as defined above), but also: (1) any information copied or  
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations  
10 of Protected Material; and (3) any testimony, conversations, or presentations by  
11 Parties or their Counsel that might reveal Protected Material. However, the protections  
12 conferred by this Stipulation and Order do not cover the following information: (a)  
13 any information that is in the public domain at the time of disclosure to a Receiving  
14 Party or becomes part of the public domain after its disclosure to a Receiving Party as  
15 a result of publication not involving a violation of this Order, including becoming part  
16 of the public record through trial or otherwise; and (b) any information known to the  
17 Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
18 disclosure from a source who obtained the information lawfully and under no  
19 obligation of confidentiality to the Designating Party. Any use of Protected Material at  
20 trial shall be governed by a separate agreement or order.

21 4. DURATION

22 Even after final disposition of this litigation, the confidentiality obligations  
23 imposed by this Order shall remain in effect until a Designating Party agrees  
24 otherwise in writing or a court order otherwise directs. Final disposition shall be  
25 deemed to be the later of (1) dismissal of all claims and defenses in this action, with or  
26 without prejudice; and (2) final judgment herein after the completion and exhaustion  
27 of all appeals, rehearings, remands, trials, or reviews of this action, including the time  
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limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must, in good faith and to the extent it is practical to do so, designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend

1 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
2 contains protected material. If only a portion of the material on a page qualifies for  
3 protection, the Producing Party also must clearly identify the protected portion(s)  
4 (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents available for inspection  
6 need not designate them for protection until after the inspecting Party has indicated  
7 which documents it would like copied and produced. During the inspection and  
8 before the designation, all of the material made available for inspection shall be  
9 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
10 documents it wants copied and produced, the Producing Party must determine which  
11 documents, or portions thereof, qualify for protection under this Order. Then, before  
12 producing the specified documents, the Producing Party must affix the  
13 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
14 portion of the material on a page qualifies for protection, the Producing Party also  
15 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
16 in the margins).

17 (b) for testimony given in depositions that the Designating Party identifies  
18 the Disclosure or Discovery Material on the record, before the close of the  
19 deposition all protected testimony.

20 (c) for information produced in some form other than documentary and for  
21 any other tangible items, that the Producing Party affix in a prominent place on the  
22 exterior of the container or containers in which the information is stored the legend  
23 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
24 protection, the Producing Party, to the extent practicable, shall identify the protected  
25 portion(s).

26 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
27 failure to designate qualified information or items does not, standing alone, waive the  
28 Designating Party’s right to secure protection under this Order for such material.

1 Upon timely correction of a designation, the Receiving Party must make reasonable  
2 efforts to assure that the material is treated in accordance with the provisions of this  
3 Order.

4 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

5 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
6 designation of confidentiality at any time that is consistent with the Court's  
7 Scheduling Order.

8 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
9 resolution process under Local Rule 37-1 et seq.

10 6.3 Joint Stipulation. Any challenge submitted to the Court shall be via a  
11 joint stipulation pursuant to Local Rule 37-2.

12 6.4 Burden of Persuasion. The burden of persuasion in any such  
13 challenge proceeding shall be on the Designating Party. Frivolous challenges, and  
14 those made for an improper purpose (e.g., to harass or impose unnecessary expenses  
15 and burdens on other parties) may expose the Challenging Party to sanctions. Unless  
16 the Designating Party has waived the confidentiality designation by failing to file a  
17 motion to retain confidentiality as described above, all parties shall continue to afford  
18 the material in question the level of protection to which it is entitled under the  
19 Producing Party's designation until the court rules on the challenge.

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
22 disclosed or produced by another Party or by a Non-Party in connection with this case  
23 only for prosecuting, defending, or attempting to settle this litigation. Such Protected  
24 Material may be disclosed only to the categories of persons and under the conditions  
25 described in this Order. When the litigation has been terminated, a Receiving Party  
26 must comply with the provisions of section 13 below (FINAL DISPOSITION).

27 Protected Material must be stored and maintained by a Receiving Party at a  
28 location and in a secure manner that ensures that access is limited to the persons



1 authorized under this Order.

2 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
3 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
4 Receiving Party may disclose any information or item designated “CONFIDENTIAL”  
5 only to the following individuals under the following conditions:

6 (a) the Receiving Party’s Outside Counsel in this Action, as well as  
7 employees of said Outside Counsel to whom it is reasonably necessary to disclose the  
8 information for this litigation.

9 (b) the Parties and the officers, directors, and employees (including In-  
10 House Counsel) to whom disclosure is reasonably necessary for this litigation.

11 (c) Experts of the Receiving Party to whom disclosure is reasonably  
12 necessary for this litigation and who have signed the “Acknowledgment and  
13 Agreement to Be Bound” (Exhibit A);

14 (d) the Court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional  
17 Vendors to whom disclosure is reasonably necessary for this litigation and who have  
18 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (g) the author or recipient of a document containing the information or a  
20 custodian or other person who otherwise possessed or knew the information;

21 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
22 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
23 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
24 not be permitted to keep any confidential information unless they sign the  
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
26 agreed by the Designating Party or ordered by the court. Pages of transcribed  
27 deposition testimony or exhibits to depositions that reveal Protected Material may  
28 be separately bound by the court reporter and may not be disclosed to anyone except

as permitted under this Stipulated Protective Order;

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions; and

(j) such other persons as the parties may agree or may be ordered by the Court.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Receiving Party is served with a subpoena or a court order issued in other litigation that would compel disclosure of any information or items designated in this action as “CONFIDENTIAL”, the Receiving Party must:

(a) promptly notify in writing the Designating Party (by fax and e-mail, if possible). Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Receiving Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

1     9.     A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
2             IN THIS LITIGATION

3             (a) The terms of this Order are applicable to information produced by a  
4 Non-Party in this action and designated as “CONFIDENTIAL.” Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

8             (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party’s confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party’s  
11 confidential information, then the Party shall:

12                 (1) promptly notify in writing the Requesting Party and the Non-Party  
13 that some or all of the information requested is subject to a confidentiality agreement  
14 with a Non-Party;

15                 (2) promptly provide the Non-Party with a copy of the Order in this  
16 litigation, the relevant discovery request(s), and a reasonably specific description of  
17 the information requested; and

18                 (3) make the information requested available for inspection by the Non-  
19 Party.

20             (c) If the Non-Party fails to object or seek a protective order from this court  
21 within 14 days of receiving the notice and accompanying information, the Receiving  
22 Party may produce the Non-Party’s confidential information responsive to the  
23 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
24 Party shall not produce any information in its possession or control that is subject to  
25 the confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
27 of seeking protection in this court of its Protected Material.  
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10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this

1 Order. Similarly, no Party waives any right to object on any ground to use in evidence  
2 of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Local Civil Rule 79-5. Protected Material may  
5 only be filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file Protected Material  
7 under seal is denied by the court, then the Receiving Party may file the information  
8 in the public record unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 4, within 60  
11 days of a written request by the Designating Party, each Receiving Party must return  
12 all Protected Material to the Producing Party or destroy such material. As used in  
13 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
14 summaries, and any other format reproducing or capturing any of the Protected  
15 Material. Whether the Protected Material is returned or destroyed, the Receiving  
16 Party must submit a written certification to the Producing Party (and, if not the same  
17 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
18 (by category, where appropriate) all the Protected Material that was returned or  
19 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
20 abstracts, compilations, summaries or any other format reproducing or capturing any  
21 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
22 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
23 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
24 reports, attorney work product, and consultant and expert work product, even if such  
25 materials contain Protected Material. Any such archival copies that contain or  
26 constitute Protected Material remain subject to this Protective Order as set forth in  
27 Section 4 (DURATION).  
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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Respectfully submitted,

By: /s/ Shahin Motallebi

Attorneys for Plaintiff

Respectfully submitted,

By: /s/Kristy A. Schlesinger

Kristy A. Schlesinger

Attorneys for Defendant


MasTec Network Solutions, Inc.

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**ORDER**

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: October 24, 2018

  
\_\_\_\_\_  
JOHN D. EARLY  
United States Magistrate Judge

1  
2 EXHIBIT A

3 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

4 I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
5 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
6 have read in its entirety and understand the Stipulated Protective Order that was issued  
7 by the United States District Court for the Central District of California on [date] in  
8 the case of *Gary Charles Schonne v. MasTec Network Solutions, Inc.*, United States  
9 District Court for the Central District of California, Case No. 8:17-cv-1013-JVS  
10 (JDE). I agree to comply with and to be bound by all the terms of this Stipulated  
11 Protective Order and I understand and acknowledge that failure to so comply could  
12 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
13 that I will not disclose in any manner any information or item that is subject to this  
14 Stipulated Protective Order to any person or entity except in strict compliance with the  
15 provisions of this Order.

16 I further agree to submit to the jurisdiction of the United States District Court  
17 for the Central District of California for enforcing the terms of this Stipulated  
18 Protective Order, even if such enforcement proceedings occur after termination of  
19 this action.

20 I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_  
21 \_\_\_\_\_ [print or type full address and telephone  
22 number] as my California agent for service of process in connection with this action  
23 or any proceedings related to enforcement of this Stipulated Protective Order.

24 Date: \_\_\_\_\_

25 City and State where sworn and signed: \_\_\_\_\_

26 Printed name: \_\_\_\_\_

27 Signature: \_\_\_\_\_